



सत्यमेव जयते

The Gujarat Government Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

Vol. LXII]

MONDAY, MAY 3, 2021 / VAISAKHA 13, 1943

Separate paging is given to this part in order that it may be filed as a Separate Compilation.

PART I-A

CENTRAL SECTION

**Orders and Notifications (Other than those published in Part IV-B)
under the Gujarat Local Boards, Village Panchayats, Municipal
Boroughs, District Municipal, Primary Education and Local Fund Audit Acts.**

PANCHAYATS, RURAL HOUSING AND RURAL DEVELOPMENT DEPARTMENT NOTIFICATION

Sachivalaya, Gandhinagar, 3rd May, 2021.

GUJARAT PANCHAYATS ACT, 1993.

No. KP/09 OF 2021/PER/102020/2445/KH :- In exercise of the powers conferred by sub-section (5) of section 227 read with sub-section (5) of section 274 of the Gujarat Panchayats Act, 1993 (Guj.18 of 1993), the Government of Gujarat hereby makes the following rules to provide for regulating the conditions of service of persons appointed on the post of Mukhya Sevika, Class III in so far as they relate to their Pre-Service Training and passing of the Post-training Examination, namely :-

1. Short title, extent and commencement.-

- (1) These rules may be called the Mukhya Sevika, Class III (Conditions of Service relating to Pre-service Training and passing of Post-training Examination) Rules, 2021.
- (2) They shall apply to the persons appointed as Mukhya Sevika, Class III in the Superior Panchayat Service in accordance with the relevant recruitment rules.
- (3) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions.- In these rules, unless the context otherwise requires,-

- (a) "Appendix" means the Appendix appended to these rules;
- (b) "Candidate" means a person appointed as Mukhya Sevika, Class III, in the superior panchayat service in accordance with the relevant recruitment rules.
- (c) "Contractual Post" means the post of the Mukhya Sevika, Class III in the superior panchayat service on which person is appointed on contractual basis;

- (d) "Development Commissioner Office" means the office of the Development Commissioner, Gandhinagar;
- (e) "Institute" means the Panchayati Raj Training Centers as specified in Appendix III.
- (f) "Post-Training Examination" means the examination conducted by the Development Commissioner office;
- (g) "Specified attempts" means the number of attempts specified in these rules within which a candidate is required to pass the Post-training Examination; and
- (h) "Specified period" means the period specified in these rules, within which a person is required to pass the Post-training Examination.

3. Institutional training and scheme of Post-training Examination.-

Every candidate shall be required to undergo institutional training in the Institute and pass the Post-training Examination conducted by the Institute in accordance with the following provisions' namely: -

- (1) The institutional training shall be for a period of six weeks. This training shall be imparted by the Institute;
- (2) The candidate shall be under the control of the principal of such Institute as specified in Appendix- III during the period of their institutional training;
- (3) The Post-training Examination shall be conducted by the Development Commissioner office after the institutional training period is over. The candidate who have completed the institutional training programme shall be required to pass the Post-training Examination. After completion of the institutional training, the candidate shall be required to work in their respective offices until their Post-training Examination.

4. Syllabus.-

- (1) The Post-training Examination shall consist of four papers. Each paper shall be of 100 (one hundred) marks. The syllabus of each paper shall be as specified in **Appendix-I**.
- (2) The Post-training Examination shall consist of Multiple Choice Questions (MCQs) except paper-4, which shall be descriptive type;
- (3) The candidate shall be allowed to answer the questions of Papers with the help of books except Paper-4 which shall be without books.

Explanation:- "With books" means original book of the subject approved by the Government or the Institute from time to time which includes bare Acts/and or Rules without any commentaries or case laws and includes manuals issued under the Act and published by the Government of Gujarat.

5. Attempts for passing the Post-training Examination: -

- (1) The candidate shall be required to pass the Post-training Examination within three attempts and within their contractual period:

Provided that a person belonging to Scheduled Castes or Scheduled Tribes' who is unable to pass the Post-training Examination within three attempts, shall be allowed one additional attempt which shall be required to be availed of within a period of one year from the date of declaration of the result of the Post-Training Examination of his third attempt.
- (2) If a candidate fails to pass the Post-training Examination in the specified attempts as required under these rules, her service shall be terminated:

Provided that if, the State Government is satisfied that a person could not pass the Post-training Examination within specified attempts for the reasons beyond his control, it may, after recording reasons in writing allow his not more than two additional attempts to pass such Post-training Examination on payment of an examination fees as may be determined by the Government from time to time:

Provided farther that, if a person passes the Post-Training Examination after availing the additional attempts, he shall not be entitled to claim seniority over those persons who have passed such examination earlier than his within the specified attempts and specified period.

- (3) In the circumstances mentioned in sub-rule (1) and sub-rule (2) above, if the Post-training Examination is not conducted in time or result thereof cannot be declared before the contractual period of the candidate is over, his contractual period shall be deemed to be extended till the declaration of the result of the Post-training Examination of the last additional attempt availed by him.
- (4) Not appearing in the examination, shall be considered as an attempt.

6. Eligibility to appear in the examination.-

- (1) In order to qualify for appearing in the Post-training Examination, a candidate shall be required to attend a minimum of 85% of the total number of lectures in the institutional training otherwise she shall be disqualified from appearing in the Post-training Examination and shall be liable to be terminated from his contractual appointment.
- (2) During the period of institutional training, a candidate shall not be allowed any type of leave or absence for more than three days. If the candidate remains absent for more than three days and the Principal of the Institute is satisfied that his absence is due to any unavoidable circumstances beyond his control, he may allow the candidate subject to the deduction of the pay of the days of his absence for appearing in the Post-training Examination.

7. Books for the institutional training.-

The Institute shall provide books for institutional training and for Post-training Examination to the candidate without obtaining any security deposit during their institutional training in the Institute. The candidate shall be required to return the books as soon as the Post-training Examination is over. In case of their loss or damage, the price of the books shall be recovered from the candidate by the Institute.

8. Prohibition to use certain devices in the Examination Hall.-

No candidate shall be allowed to carry with him any electronic communication devices like cellular phone, laptop, i-pad, calculator etc. in the examination hall.

9. Qualifying standard for passing the examination.

- (1) The standard for passing the Post-training Examination shall be of fifty per cent (50%) of the total marks assigned to each paper.
- (2) An unsuccessful candidate who secures sixty per cent (60%) or more marks in one or more papers shall be exempted from appearing in that or those papers at the subsequent examinations.
- (3) The candidate shall not be entitled to claim any travelling allowances for the journeys performed by him to attend institutional training and/or to appear in the Post-training Examination.

10. Publication of result. -

The Development Commissioner office shall declare the result of each Post-training Examination and submit the same to the Government. The Government shall publish the same in the *Official Gazette*.

11. Security and surety Bond.-

- (1) Every candidate shall be required to execute security and surety bond in the form as specified in Appendix-II.
- (2) After passing the Post-Training Examination, the candidate shall be required to work as Mukhya Sevika, Class III in the Superior Panchayat Service.

12. Miscellaneous Provisions.-

The Development Commissioner office is entitled to change or alter the Training Schedule of Post-training Examination as per the prevailing circumstances.

APPENDIX-I

(See rule 4 (1))

Syllabus for institutional training and Post-training Examination for the person who is appointed as Mukhya Sevika, Class III in the Superior Panchayat Service.

Paper-1 Service Matters (with books) MCQs Total-100 Marks

No	Subjects	Marks	Time of Exam
1	The Constitution of India	50	3.00 Hours
2	The Gujarat Civil Services (Conduct Rules,1971), The Gujarat Civil Services (Discipline and Appeal) Rules, 1971.	25	
3	The Prevention of Corruption Act,1988.	15	
4	Roster Manual (How to prepare, maintain roster register and allocation of Roster points).	10	

Paper-2 Financial Matter (with books) MCQs Total- 100 Marks

No	Subjects	Marks	Time of Exam
1	The Gujarat Budget manual, Part I and II.	15	3.00 Hours
2	The Gujarat Financial Rules,1971.	30	
3	The Gujarat Local Fund Audit Rules,1974.	25	
4	Delegation of Financial Powers.	15	
5	Purchase Policy of the Government of Gujarat.	15	

Paper-3 The Panchayat Act and GCSR (with books) MCQs Total- 100 Marks

No	Subjects	Marks	Time of Exam
1	The Office procedure of Panchayats, Gujarat Panchayats Act, 1993.	30	3.00 Hours
2	The Gujarat Civil Services Rules, 2002 (Vol. I to VIII).	60	
3	The Right to Information Act, 2005.	10	

Paper-4 Gujarati and English language (Without books) Descriptive Total- 100 Marks

No	Subjects	Marks	Time of Exam
1	Noting and drafting, Correspondence with the Government and public.	40	3.00 Hours
2	Gujarati Grammar	10	
3	Gujarati language- Essay, Precis writing, translation from English to Gujarati	30	
4	English language- Precis writing, grammar, translation from Gujarati to English	20	

APPENDIX-II

(See rule 11)

SECURITY BOND

Know all men by these presents that I..... a candidate selected for appointment to the post of....., on contractual basis in accordance with the rules contained in the Government notification(hereinafter referred to as "the rules") a held and firmly bound up; to the Government of Gujarat exercising the executive power of the Governor of the State of Gujarat (hereinafter referred to as "the Government" which expression shall, unless the context otherwise requires, include her successors in office and assigns in the amount equal to pay and allowances paid to me by the Government during my training plus amount prescribed by the Government from time to time towards the cost of training imparted to me by the Institute. Being an expenditure incurred by the Government to my training and which is to be paid to the Government for which payment, well and truly to be made Ibind myself, my heirs, executors, administrators and legal representatives by these presents. Whereas, I am required under the rules to execute a bond for refund to the Government of the amount equal to pay and usual allowance drawn by me during the training in the event of my (a) failure to complete the institutional training, or (b) failure to appear in the Post-Training Examination. or (c) failure to comply with any of the provisions of the contractual rules, if any, to the satisfaction of the Government or (d) quitting service before the completion of the period of 3 years from the date of my regular appointment on satisfactory completion of the contractual period. Now, the condition of the above written bond is that, if, I duly and faithfully observe and perform the stipulations and conditions on my part to be observed and performed as contained in the said rules (which rules shall be deemed to form part of these presents), then the above written bond shall be void, otherwise the same shall remain in full force and effect:

Provided that without prejudice to other rights or remedies, it shall be open to the Government to recover the amount payable under this bond as an arrears of land revenue.

In witness whereof I have here to set my hand this day..... of.....20.....

Signature of candidate
(Full Name and Address)

Signed and delivered by the above named in the presence of: -

1. Name and full address of witness

Signature

2. Name and full address of witness

Signature

Place:

Date: / /

Apparently
Name and signature of Gazetted officer.

SURETY

We.....and.....residing at.....in TalukaDistrict..... declare ourselves sureties for the above named.....(hereinafter referred to as "the candidate") and guarantee that the candidate shall do and perform all that he has undertaken to do and perform and in case of his (1) failure to complete the institutional training or (2) failure to appear in the Post-training Examination, or (3) failure to comply with any of the provisions of the contractual appointment, if any, to the satisfaction of the Government, or (d) quitting service before the completion of the period of 3 years from the date of his regular appointment on satisfactory completion of the contractual period. We hereby bind ourselves jointly and severally to forfeit to the Government of Gujarat exercising the executive power of the Governor of State of Gujarat (hereinafter referred to as "the Government") the amount equal to the pay and allowances paid to him by the Government during his training plus amount prescribed by the Government from time to time towards the cost of training Imparted to him by the Institute. Being an expenditure incurred by the Government on his training in which the candidate has bound himself and we agree that the Government may, without prejudice to other rights or remedies available to the Government recover the said amount from us as an arrears of land revenue; and we also agree that any variation of the terms and conditions specified in the said rules shall not discharge us from our liabilities to pay the said amount and for the purpose of enforcement of our liability under this agreement, our liability shall be joint and several with that of the candidate.

Dated thisday of20.... Signed and delivered by the said.

Full Name of Surety	Full address and occupation	Signature
1	1	
2	2	

In the Presence of Full Name of Witness	Full address and occupation of Witness	Signature
1	1	
2	2	

Apparently Name and signature of
Gazetted officer.

APPENDIX-III

(See rule 3(2))

No.	Details of Panchayati Raj Training Centers
1.	Panchayati Raj Training Center, Sadara, Dist.Gandhinagar.
2.	Panchayati Raj Training Center, Sanosara, Dist.Bhavnagar.
3.	Panchayati Raj Training Center, Samoda-Ganvada, Tal.Siddhpur, Dist.Patan.
4.	Panchayati Raj Training Center, Bardoli, Dist.Surat.
5.	State Rural Development and Panchayati Raj Bhavan, Sashikunj, Junagadh.
6.	Regional Training Center, Sashikunj, Junagadh.
7.	B.V.Maheta Panchayati Raj Training Center, Sashikunj, Junagadh.
8.	Panchayati Raj Regional Training Center, Bhadra Office, Pani Gate, Vadodara.
9.	Panchayati Raj Training Center, Indira Bhavan, Sector-17, Gandhinagar.

By order and in the name of the Governor of Gujarat,
JAYDEEP DVIVEDI,
Joint Secretary to Government.